

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

**IN RE GOOGLE PLAY STORE
ANTITRUST LITIGATION**

Case No. 3:21-md-02981-JD

THIS DOCUMENT RELATES TO:

**[PROPOSED] ORDER RE: GOOGLE’S
ADMINISTRATIVE MOTION TO FILE
UNDER SEAL**

Epic Games, Inc. v. Google LLC et al., Case
No. 3:20-cv-05671-JD

Judge James Donato

Match Group, LLC et al. v. Google LLC et al.,
Case No. 3:22-cv-02746-JD

Having considered Google’s Administrative Motion to File Under Seal certain limited portions of Epic’s and Match’s Motion to Amend Complaints and supporting materials (MDL Dkt. Nos. 343 and 344), the Declaration of Christian Cramer submitted in support of this administrative motion, and any materials submitted in support or in opposition thereto, pursuant to Local Rules 7-11 and 79-5;

IT IS HEREBY ORDERED:

The following portions of Epic’s and Match’s Motion to Amend Complaints and supporting materials may be filed under seal:

Portion Containing Designated Information	Designating Party	Ruling
Epic’s and Match’s Notice of Motion and Motion to Amend Complaints [MDL Dkt. No. 343]		
Page 1, line 28 (after “(2)”) to page 2, line 1 (before “By breaking”).	Cramer Declaration ¶ 1	
Page 3, lines 19-21 (between “Hug deal with” and “, with the” and between “understanding that” and “(Zaken Decl.”)).	Cramer Declaration ¶ 2	
Page 3, line 24 (between “sum to” and “, another”).	Cramer Declaration ¶ 3	
Page 4, lines 1-2 (between “order” and “(Id. at”).	Cramer Declaration ¶ 4	
Page 4, line 13 (from “Google’s” to end of sentence).	Cramer Declaration ¶ 5	
Page 4, lines 15-18 (from “that” to the end of the sentence).	Cramer Declaration ¶ 6	

Portion Containing Designated Information	Designating Party	Ruling
Page 4, lines 20-21 (from “testified that” to the end of the sentence).	Cramer Declaration ¶ 7	
Page 4, n.3 (first word after “negotiations with”).	Cramer Declaration ¶ 8	
Page 5, lines 2-4 (between “prevent” and “, including”; and from “offering” to the end of the sentence).	Cramer Declaration ¶ 9	
Page 5, lines 17-21 (between “top app developers that” and “. . . [and] systematically”).	Cramer Declaration ¶ 10	
Page 5, lines 23-26 (between “and that” and “. . . [but]”; between “agreement with” and “, under which”; between “Google agreed to” and “. . . [and]”; and between “. . . [and]” and “ (MDL Dkt. No. 213”).	Cramer Declaration ¶ 11	
Declaration of Michael J. Zaken in support of Epic’s and Match’s Motion to Amend Complaints (“Zaken Declaration”) [MDL Dkt. No. 344]		
Zaken Declaration, page 1, paragraph 6, line 21 (between “titled” and “GVP deal”).	Cramer Declaration ¶ 12	
Zaken Declaration, page 2, paragraph 8, line 6 (between “Google LLC and” and “, dated”).	Cramer Declaration ¶ 13	
Exhibit C to the Zaken Declaration [MDL Dkt. No. 344-3]		
Zaken Declaration, Exhibit C, pages -918, -919, and -920 (email addresses, phone numbers).	Cramer Declaration ¶ 14	
Zaken Declaration, Exhibit C, page -918 (between “Fwd:” and “update,” between “get the” and “done,” between “needed, are” and “comfortable with,” between “our new” and “He also stressed,” between “we can” and “Here is what will,” table below “Here is what will most likely get a deal done:”); and page -919 (between “for” and “needs to be,” between “these terms include” and “Other comments from Armin,” between “Other comment from Armin” and “I have copied”).	Cramer Declaration ¶ 15	
Exhibit D to the Zaken Declaration [MDL Dkt. No. 344-4]		
Zaken Declaration, Exhibit D, page -789 (before “GVP Deal” between “GVP offer” and “is excited,” between “following in” and “footsteps,” between “footsteps and” and “with Google,” between “anxious to” and “in time,” between “proposed a” and “contract,” between “with a” and “They have already,” between “already committed” and “which,” between “promised them” and “for example,” between “to get” and “Since then,” between “they have” and “is also quite,” between “timelines, as” and “The package,” between “communicated to” and “was within,” between “was within the” and “Now,” between “later”	Cramer Declaration ¶ 16	

Portion Containing Designated Information	Designating Party	Ruling
<p>and “launches,” between “offer at” and “Strategic relevance,” between “GVP with” and “is both strategic,” between “fully owned by” and “Conservative,” between “closer to” and “The model,” between “model below” and “As in,” between “As in the” and “we expect,” between “expect to” and the end of the sentence, and the table at the bottom of the page); and page -790 (between “Addressing” and “and,” between “and” and “expectations of future,” between “To address” and “we would,” between “treat the” and “To see,” between “To see” and “expectations,” and between “would make” and the end of the sentence).</p>		
Exhibit E to the Zaken Declaration [MDL Dkt. No. 344-5]		
<p>Zaken Declaration, Exhibit E, page -031 (bullet 2.A between “applicable” and “where, subject”; between “terms of such” and “Google will provide”; between “Developer with” and “in an amount”; between “set forth in the” and “. The”; between “. The” and “may also include”; between “may also include” and “relating to”; from “Developer's use of” to the end of the paragraph; bullet 2.B between “applicable” and “where, subject”; between “terms of such” and “Google will”; between “with Google” and “in an amount”; between “set forth in the” and “. The”; between “. The” and “may also include”; between “may also include” and “relating to”; from “Developer's use of” to the end of the paragraph; bullet 2.C between “minimum of” and “in support as”; between “such as through” and “Following”; between “immediately below” and “Google may”; between “connection with the” and “. The”; and between “. The” and “may include”); page -032 (first three circular, solid bullets; bullet D. between “minimum of” and “for Developer”; between “agreed upon” and “Developer and Google”; between “details of the” and “Developer grants”; and from “Partners a” to the end of the paragraph; bullet E between “minimum of “ and “in co-marketing”; first word in fourth circular, solid bullet; between “provided to developer for” and “Developer will have”; between “mutually agreed upon” and “Developer grants”; and between “Google’s partners a” and “3. Developer Obligations”; bullet 3.A from “it will” to the end of the paragraph; bullet 3.B from “agrees that” to the end of the page); page -033 (all of first line; bullet (i) from “Developer agrees that” to the end of the paragraph; bullet (ii) from “Developer will” to the end of the paragraph; bullet (iii) from “Developer will have the ability to” to the</p>	<p>Cramer Declaration ¶ 17</p>	

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<p>end of the paragraph; bullet C from “Developer will not” to the end of the paragraph; bullet D from “faith efforts to” to the end of the paragraph; bullet E from “Developer will” to the end of the paragraph; bullet F from “faith efforts to” to the end of the paragraph; bullet 4.C between “the DDA, the” and “or any other”; and bullet 4.D from “Google, the” to the end of the page); page -034 (between “Addendum, the” and “and any other agreement”; bullet 5. from “not apply to” to the end of the paragraph; and the email address in bullet 6.B); page -036 (first three words of page title; first paragraph between “into the” and “between Google LLC”; bullet 1.A; bullet 1.B; bullet 1. D; bullet 1.E; and from “2.” to the end of the page); page -037 (from “3.” to the end of bullet 3.A; bullet 3.B from “receive its” to the end of the sentence); page -038 (entire table); page -039 (first three words of page title; first paragraph between “This” and “is entered into”; two instances of developer name; between “Company’s” and “will be governed”; between “by (a)” and “that are in effect”; between “or if no” and “are in effect”; between “the standard” and “and (b)”; second paragraph between “defined in this” and “have the meanings”; between “resolution provisions of the” and “will apply”; from “apply to this” to the end of the second paragraph; bullet 1 between “eligible for” and “Company”; between “using either” and “for Engagement”; and from “Engagement,” to the end of the paragraph; second and third words of bullet 2; bullet two between “applicable” and “and Google”; between “confirmation, the” and “will not be”; and from “deemed a” to the end of the paragraph; bullet 3. From “event Company” to the end of the paragraph; and from bullet 4 from “Company may” to the end of the page); page -040 (bullet 6 between “in accordance with the” and “or the terms of this”; between “or the terms of this” and “Company may earn”; between “Company may earn” and “for Qualifying Campaigns”; between “Expiration Date for” and “earned through”; bullet 7 between “under this” and “including those”; between “related to” and “will be based”; and bullet 8 between “the terms of the” and “or the Play Addendum”; and between “terms, this” and “will automatically”); and page -041 (from “Subject:” to the end of that line).</p>		
<p>Zaken Declaration, Exhibit E, pages -035, -037, and -040 (developer names; completed signature blocks with signature and name); and page -041 (all</p>	<p>Cramer Declaration ¶ 18</p>	

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individual names, developer names, addresses, email addresses, IP addresses, and signatures).		
Exhibit F to the Zaken Declaration [MDL Dkt. No. 344-6]		
Zaken Declaration, Exhibit F, page -561 (last three words of document title; first paragraph between “(“Google”) and” and “and are effective”; bullet 1.A between “will provide” and “with up.”; between “up to” and “per year”; between “3 year term in” and “pursuant to”; between “addendum to the” and “which addendum will”; between “terms of the” and “currently in effect”; between “between Google and” and “For clarification.”; from “For every” to the end of the paragraph; bullet 1.B between “will provide” to “with”; between “with” and “over the”; from “The” to the end of the paragraph; bullet 1.C from “total of” to the end of the paragraph; all of the first solid bullet and sub-bullets after “Google will provide”); page -562 (all text before bullet 1.D; bullet 1.D between “reference the” and “between Google”; between “Google and” and “affiliate”; between “3 year term and” and “The execution”; from “execution of the” to the end of the paragraph; first word in bullet 2; first word in bullet 2.A; bullet 2.A between “existing” and “agreement”; between “Google Inc. and” and “with a commitment”; and between “commitment to” and “The specific terms”); page -563 (bullet 2.B; first word of bullet 2.C; bullet 2.C from “terms of the DDA addendum” to the end of the paragraph; bullet 2.D; and the last three words of footnote 1); and page -564 (all text before bullet 2.F; first word of bullet 2.F; bullet 2.F from “regarding” to the end of the sentence; bullet 3.A between “2E,” and “will not”; bullet 3.B between “Agreement between Google and” and “will terminate”; between “addendum with” and “referenced in Section 2C”; between “above. The” and “between Google and”; between “execution of the” and “with Google and”; between with Google and” and “referenced in Section 1A”; two developer names in bullet 3.C; and one developer name in bullet 3.D).	Cramer Declaration ¶ 19	
Zaken Declaration, Exhibit F, page -565 (developer name; both signature blocks including signatures, names, and titles).	Cramer Declaration ¶ 20	
Exhibit G to the Zaken Declaration [MDL Dkt. No. 344-7]		
Zaken Declaration, Exhibit G, page -439 (between “entered into between” and “and its affiliates”; the first two words of the second paragraph under the “Background” heading; between “(the” and “). Upon	Cramer Declaration ¶ 21	

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<p>execution”; the first two words after bullet 1.A; the first three words after bullet 1.B; the first two words after bullet 1.C; all of bullet 1.D); page -440 (between “E.” and “any other addenda”; bullet 1.F between “following titles:” and “For clarity,”; the first three words of bullet 1.I; bullet 2.A between “to the” and “where, subject to”; between “terms of such” and “Google will provide”; between “will provide Developer” and “For the avoidance”; between “enter into the” and “and (ii)”; from “have to provide Developer” to the end of the paragraph; bullet 2.B from “Developer and Google will enter into a” to the end of the paragraph; bullet 2.C between “binding term sheets” and “Sheets”); from “3 year term and a” to the end of the paragraph; and bullet 2.D from “Google agrees to” to the end of the line); page -441 (first paragraph; first solid bullet and sub-bullets; second solid bullet from “does not” to the end of the sentence; third solid bullet; fourth solid bullet; bullet 3.A from “efforts to” to the end of the page); page -442 (first paragraph; bullet 3.B; bullet 3.C from “shall use” to the end of the sentence; bullet 3.D from “Developer will” to the end of the sentence; bullet 3.F between “without limitation” and “comply with”); and page -443 (bullet 4.C between “any of the” and “Further”; from “terminate the” to the end of the sentence; bullet 4.D between “any of the” and “Developer may”; and both email addresses in bullet 5.B).</p>		
Zaken Declaration, Exhibit G, page -444 (developer name; all signature blocks including signatures, names, and titles).	Cramer Declaration ¶ 22	
Exhibit H to the Zaken Declaration [MDL Dkt. No. 344-8]		
Zaken Declaration, Exhibit H, page 200, line 9 (between “Q.” and “was one”); and line 15 (between “A.” and “were the”).	Cramer Declaration ¶ 23	
Exhibit I to the Zaken Declaration [MDL Dkt. No. 344-9]		
Zaken Declaration, Exhibit I, page 19, line 8 (between “with” and “relating”).	Cramer Declaration ¶ 24	
Zaken Declaration, Exhibit I, page 139, line 3 (from “if” to the end of line 3); lines 5-7 (from “yes.” to the end of line 7); line 9 (between “if” and “launched”); line 12 (between “through” and “alternative”); lines 15-17 (between “And” and “that was”); and lines 18-23 (from “A” to the end of line 23).	Cramer Declaration ¶ 25	
Zaken Declaration, Exhibit I, page 139, line 25 to page 140, line 1 (between “Play, that” and “would not”).	Cramer Declaration ¶ 26	

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Zaken Declaration, Exhibit I, page 140, lines 14-16 (from “You say,” to the end of the sentence); and lines 19-21 (from “You go on to say,” and the end of the sentence).	Cramer Declaration ¶ 27	
Zaken Declaration, Exhibit I, page 145, line 3 (between “was” and “, as”); line 6 (between “with” and “?”); line 8 (between “that” and “presented”); line 9 (between “that” and “would”); and line 23 (from “titled” to the end of the line).	Cramer Declaration ¶ 28	
Zaken Declaration, Exhibit I, page 148, lines 4-5 (between “Paren,” and “Hug,”); lines 10-11 (entirety of each line); and line 14 (between “that” and “was”).	Cramer Declaration ¶ 29	
Zaken Declaration, Exhibit I, page 149, line 1 (from beginning of line to “which”); lines 3-4 (entirety of each line); lines 5-6 (between “time this” and “; correct?”); line 9 (between “A” and “had told”); and lines 12-18 (from “we told” to the end of line 18).	Cramer Declaration ¶ 30	
Zaken Declaration, Exhibit I, page 150, line 6 (between “to get” and “to stop”); and line 21 (between “performed,” and “did not”).	Cramer Declaration ¶ 31	
Exhibits A and B to the Zaken Declaration [MDL Dkt. Nos. 344-1 and 344-2]		
Zaken Declaration, Exhibits A and B, Paragraph 198 (from “obligations on developers to” through end of sentence).	Cramer Declaration ¶ 32	
Zaken Declaration, Exhibits A and B, Paragraph 199 (between “executives at Google,” and “Google subsequently”, between “entered into a”, and “agreement”, between “with” and “which was signed”, between “signed on” and “pursuant”, between “agreed to pay” and “approximately”, between “approximately” and “million”, between “In exchange” and “agreed to”, and between “for example” and through end of sentence).	Cramer Declaration ¶ 33	
Zaken Declaration, Exhibits A and B, Paragraph 200 (between “its agreement with” and “effectively”, between “ensured that” and “would abandon”, between “that” and “narrow path”, from “depended on” through the end of the sentence, between “it was important for” and “to be able to”, between “reached with,” and “prevented such”, between “would cause” and “not to launch”, between “app store that” and “had been contemplating”, between “thus paid” and “not to compete”, and between “compete” and “has not entered”).	Cramer Declaration ¶ 34	
Zaken Declaration, Exhibits A and B, Paragraph 201 (between “As another example,” and “another top	Cramer Declaration ¶ 35	

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game”, between “entered into” and “Project Hug”, between “Google on” and “under which”, between “Google paid” and “approximately”, between “and” and “Google understood”, between “intended that” and “(See <i>supra</i> ”, and between “¶ 200.)” and “has not entered”).		
Zaken Declaration, Exhibits A and B, Paragraph 202 (between “for example,” and “to minimize” and between “yet another agreement with” and “one of the”).	Cramer Declaration ¶ 36	
Zaken Declaration, Exhibits A and B, Paragraph 208 (between “at least” and “top developers”, between “been” and “or”, and from “or” through end of sentence).	Cramer Declaration ¶ 37	
Zaken Declaration, Exhibits A and B, Paragraph 209 (between “developers to” and “; and for some agreements”, between “developers in the” and “also to”, and from “also to” through end of sentence).	Cramer Declaration ¶ 38	
Zaken Declaration, Exhibits A and B, Paragraph 213 (between “for example,” and “These inputs”; between “at risk of” and “Google has successfully”; between “at least” and “of the top”; and between “approximately” and “of all”).	Cramer Declaration ¶ 39	
Exhibits K and L to the Zaken Declaration [MDL Dkt. Nos. 344-11 and 344-12]		
Zaken Declaration, Exhibits K and L, Paragraph 273 (from “obligations on developers to” through end of sentence).	Cramer Declaration ¶ 40	
Zaken Declaration, Exhibits K and L, Paragraph 274 (between “executives at Google,” and “Google subsequently”, between “entered into a”, and “agreement”, between “with” and “which was signed”, between “signed on” and “pursuant”, between “agreed to pay” and “approximately”, between “approximately” and “million”, between “In exchange” and “agreed to”, and between “for example” and through end of sentence).	Cramer Declaration ¶ 41	
Zaken Declaration, Exhibits K and L, Paragraph 275 (between “its agreement with” and “effectively”, between “ensured that” and “would abandon”, between “that” and “narrow path”, from “depended on” through the end of the sentence, between “it was important for” and “to be able to”, between “reached with,” and “prevented such”, between “would cause” and “not to launch”, between “app store that” and “had been contemplating”, between “thus paid” and “not to compete”, and between “compete” and “has not entered”).	Cramer Declaration ¶ 42	

Portion Containing Designated Information	Designating Party	Ruling
Zaken Declaration, Exhibits K and L, Paragraph 276 (between “As another example,” and “another top game”, between “entered into” and “Project Hug”, between “Google on” and “under which”, between “Google paid” and “approximately”, between “and” and “Google understood”, between “intended that” and “(See <i>supra</i> ”, and between “¶ 200.)” and “has not entered”).	Cramer Declaration ¶ 43	
Zaken Declaration, Exhibits K and L, Paragraph 277 (between “for example,” and “to minimize” and between “yet another agreement with” and “one of the”).	Cramer Declaration ¶ 44	
Zaken Declaration, Exhibits K and L, Paragraph 283 (between “at least” and “top developers”, between “been” and “or”, and from “or” through end of sentence).	Cramer Declaration ¶ 45	
Zaken Declaration, Exhibits K and L, Paragraph 284 (between “developers to” and “; and for some agreements”, between “developers in the” and “also to”, and from “also to” through end of sentence).	Cramer Declaration ¶ 46	

Dated: _____, 2022

Honorable James Donato
United States District Judge
Northern District of California